

AG Contract No. KR00-0691TRN
ADOT ECS File No. JPA 00-061
Amendment One
Project: Item #38300/H5548 01C
Section: Fire District Wide
Traffic Signal Preemption Equipment

AMENDMENT NO. ONE (1)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE GOLDER RANCH FIRE DISTRICT**

THIS AGREEMENT is entered into this date 3 August, 2005, Amendment One to JPA 00-061, AG Contract No.: KR 00-0691TRN, filed with the Secretary of State under No. 24211, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, acting by and through its Intermodal Transportation Division (the "State") and GOLDER RANCH FIRE DISTRICT, acting by and through its Board of Directors (the "GRFD").

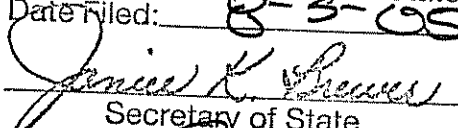
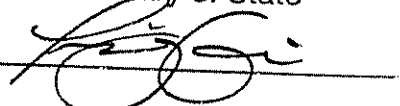
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The GRFD is empowered by Arizona Revised Statutes Section 48-801 to enter into this agreement and has resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the GRFD.

This Agreement is being amended as follows: **a)** To define each parties responsibilities for the Pre-emption device system; **b)** Correct the funding obligations; **c)** Add the Non-Availability of Funds and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) to this Agreement under the Miscellaneous Provisions.

THEREFORE, in consideration of the mutual covenants expressed herein, this Agreement is amended as follows:

NO. 24211
Filed with the Secretary of State
Date Filed: 8-3-05

Secretary of State
By: 

II. SCOPE OF WORK

1. The GRFD will:

Article II. 1. b., c., and d. are deleted and replaced in full as follows:

b. Submit and receive approval for the Pre-Emption device from ADOT's Traffic Control Products Evaluation Committee for the installation of the system.

c. Be responsible for all initial costs including the purchase and installation of the pre-emption device at the desired signal locations on SR 77 between MP 76.93 and MP 88.86 and maintain a reasonable inventory of replacement parts necessary for repair of all of the equipment and provide them to the State as needed an appropriate.

d. Obtain an Encroachment Permit through the Tucson District Permits Office for the installation of the Pre-Emption system.

2. The State will:

Article II. 2. b. and c. are deleted and replaced in full as follows:

b. Continue to maintain the traffic signal and components within the controller cabinet, including all Pre-emption components and any components attached to the signal pole or mast arm.

c. Inspect the installation of the Pre-emption system at completion of the installation by GRFD.

III MISCELLANEOUS PROVISIONS

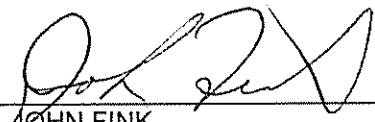
Article III. 8. and 9. are added in full as follows:

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State and City at the end of the period for which the funds are available. No liability shall accrue to the State and City in the event this provision is exercised as a result of termination under this paragraph.

EXCEPT AS AMENDED herein, ALL OTHER terms and conditions of the original Agreement remain in full force and effect

GOLDER RANCH FIRE DISTRICT

By 
JOHN FINK
Chief

STATE OF ARIZONA

Department of Transportation

By 
MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

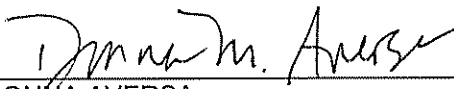
JPA 00-061

Amendment One

APPROVAL OF THE GOLDER RANCH FIRE DISTRICT

I have reviewed the above referenced intergovernmental Agreement between the DEPARTMENT OF TRANSPORTATION, INTERMODAL TRANSPORTATION DIVISION, and the GOLDER RANCH FIRE DISTRICT, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the GRFD under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 21st day of June, 2005.


DONNA AVERSA
GRFD Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0691TRN (**JPA 00-061, Amendment One**), an Agreement between public agencies, i.e., *The State of Arizona* and *The Golder Ranch Fire District*, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 27, 2005

TERRY GODDARD
Attorney General

A handwritten signature in cursive script, reading "Susan E. Davis", is written over a horizontal line.

Susan E. Davis
Assistant Attorney General
Transportation Section

SED:mjf
Attachment
916201